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## PREMARITAL AGREEMENT

This Premarital Agreement (the "Agreement") is entered into between Name of Potential Bride, of Reno, Washoe County, Nevada, as "Wife," and Name of Potential Groom of Reno, Washoe County, Nevada, as "Husband," with reference to the following facts:

**WHEREAS:**

A. Husband and Wife are each unmarried and contemplating marriage to one another.

B. Husband and Wife intend to define, fix and determine certain of their rights and obligations in the marriage.

C. Husband and Wife also intend to define, fix and determine their rights and obligations in the property of the other whenever and wherever acquired or located and to renounce any claims or rights, except for this Agreement, which either might acquire in the property of the other by reason of their future marital relationship.

D. In addition, Husband and Wife desire by this Agreement to eliminate all alimony, support and maintenance for either party in the event of dissolution of their marriage.

E. This Agreement constitutes a premarital agreement as defined in Nevada's Uniform Premarital Agreement Act and is made in contemplation of marriage. The parties intend that this Agreement will be construed and enforced pursuant to the provisions of the said Act (Nevada Revised Statutes Chapter 123A). This Agreement shall be effective upon such marriage between the parties actually taking place. If for any reason such marriage does not take place, this Agreement shall be void.

F. Husband and Wife possess adequate knowledge of the property and financial obligations of the other, and to the extent that either lacks adequate knowledge, Husband and Wife hereby voluntarily and expressly waive any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

Based upon the foregoing, Husband and Wife agree as follows:

## 1 PURPOSE.

This Agreement shall establish and control Husband's and Wife's rights, title and duties relating to all the assets in which either or both have an interest or shall acquire an interest during the term of this Agreement and to all the liabilities to which either or both is obligated or shall become obligated during the term of this Agreement.

## 2 TERM

This Agreement shall take effect upon the marriage of Husband and Wife and shall remain in effect until the marriage is dissolved by divorce, legal separation, or the death of either spouse. In the event of death, divorce or legal separation, the assets and liabilities of Husband and Wife shall be characterized as provided in this Agreement, and the rights and obligations of Husband and Wife shall be as provided in this Agreement.

## 3 CHILDREN

In the event the parties have children, Husband and Wife agree as follows:

- Children shall be raised in the \_\_\_\_\_ religion.
- In the event of divorce,
  - Husband and Wife agree that Husband/Wife should be awarded full custody of the minor children, with reasonable visitation awarded to the non-custodial spouse, provided however that in the event of infidelity, the faithful spouse shall be presumed to be entitled to custody of the parties' minor children.
  - The custodial parent agrees not to move more than 15 miles from the home the marital home without the express written consent of the non-custodial spouse.
  - The non-custodial spouse agrees to support the parties' minor children in the manner and amount then agreed or ordered by the divorce court.

## 4 OCCUPATIONS

Husband is presently employed as a \_\_\_\_\_ and Wife as a \_\_\_\_\_. Husband and Wife agree that the Husband's/Wife's (select one) occupation shall be the primary occupation (herin "Breadwinner"). The Wife/Husband agrees to support the Breadwinner and to assist him/her in advancing within his/her occupation.

## 5 DOMOCILE

Husband and Wife agree to maintain their marital home in Reno, Nevada, provided however that if Breadwinner is transferred to another city, the marital home shall be moved to the city where he/she is transferred.

## 6 MARITAL DUTIES

Husband and Wife agree that Husband/Wife shall be primarily responsible for performing normal domestic household duties, such as cooking, cleaning and washing. Husband/Wife shall be primarily responsible for maintenance of the exterior, including yard, of the marital home.

## 7 PROPERTY

### 7.1 SEPARATE PROPERTY OF WIFE.

All of the property owned by Wife at the date of marriage, together with all acquisitions by Wife during the marriage by compensation, gift, inheritance, or personal injury award, shall remain the separate property of Wife, regardless of the personal efforts of Wife or Husband in the owning, managing, acquiring, or disposing of such property. Furthermore, all the rents, dividends, distributions, issues, profits, appreciation, and other enhancements of value attributable to Wife's separate property (including without limitation, appreciation or enhancements of value resulting from Wife's or Husband's personal efforts or skills), shall remain the separate property of Wife, and all property which is purchased with the proceeds of a sale of or a loan secured by the separate property of Wife shall be her separate property.

Attached hereto as Exhibit A, which has been initialed by Wife and Husband, and incorporated herein by this reference, is a financial statement of Wife. Wife's financial statement describes the separate property which she owns or in which she has an interest and the separate liabilities to which she is obligated on the date of the statement. Wife's financial statement will be substantially the same on the date of marriage. Husband understands that the assets of Wife have not been recently appraised and the values are estimates only. Husband and Wife both agree that an appraisal of the assets would be time consuming and costly. Husband voluntarily waives any right he might have to acquire appraisals of any of Wife's assets. Husband acknowledges that the actual values of these assets could be higher or lower. Husband has satisfied himself that he is adequately aware of the value of Wife's assets, and he voluntarily waives the right to become more aware of the value of Wife's assets, and hereby voluntarily waives any right to challenge this Agreement based on the fact that Wife's assets are different in value than the values set forth in Exhibit A.

Husband further acknowledges and agrees that he has had the opportunity to review any information concerning Wife's assets that he and/or his counsel

deem appropriate.

Husband further acknowledges and agrees that Wife's assets may decrease or increase tremendously in value. It is the desire of Wife and Husband that this Agreement shall be binding and enforceable irrespective of any change in circumstances. Husband hereby voluntarily waives, discharges, and releases any right, title, or interest that he might otherwise acquire in the separate property of Wife by reason of the marriage.

## **7.2 SEPARATE PROPERTY OF HUSBAND.**

All the property owned by Husband at the date of marriage, together with all acquisitions by Husband during the marriage by gift, inheritance, or personal injury award shall remain the separate property of Husband, regardless of the personal efforts of Husband or Wife in the owning, managing, acquiring, or disposing of such property. Furthermore, all of the rents, issues, profits, appreciation, and other enhancements of value attributable to Husband's separate property (including, without limitation, appreciation or enhancement of value resulting from Husband's or Wife's personal efforts and skills) shall remain the separate property of Husband, and all property which is purchased with the proceeds of a sale of or loan secured by the separate property of Husband shall be his separate property.

Attached hereto as Exhibit B, which has been initialed by Wife and Husband, and incorporated herein by this reference, is a financial statement of Husband. Husband's financial statement describes the separate property which he owns or in which he has an interest and the separate liabilities to which he is obligated on the date of the statement. Husband's financial statement will be substantially the same on the date of marriage. Wife understands that the assets of Husband have not been recently appraised and the values are estimates only. Husband and Wife both agree that an appraisal of the assets would be time consuming and costly. Wife voluntarily waives any right she might have to acquire appraisals of any of Husband's assets. Wife acknowledges that the actual values of these assets could be higher or lower. Wife has satisfied herself that she is adequately aware of the value of Husband's assets, and she voluntarily waives the right to become more aware of the value of Husband's assets, and hereby voluntarily waives any right to challenge this Agreement based on the fact that Husband's assets are different in value than the values set forth in Exhibit B.

Wife further acknowledges and agrees that she has had the opportunity to review any information concerning Husband's assets that she and/or her counsel deem appropriate.

Wife further acknowledges and agrees that Husband's assets may decrease or increase tremendously in value. It is the desire of Wife and Husband that this Agreement shall be binding and enforceable irrespective of any change in circumstances. Wife hereby voluntarily waives, discharges, and releases any right, title, or interest that she might otherwise acquire in the separate property of Husband by reason of the marriage.

**7.3 SEPARATE LIABILITIES.**

The financial statements attached hereto as Exhibits A and B describe the separate liabilities to which each spouse is obligated on the date of the marriage. These obligations shall remain the separate obligations of Husband and Wife. All liabilities which are incurred in the acquisition of assets which are characterized as separate property pursuant to this Agreement, and any other obligations which Husband and Wife agree in writing to be separate liabilities, shall be separate liabilities of the spouse who owns the separate property so acquired or of the spouse who has agreed to be the separate obligor. All separate obligations which are refinanced during the marriage shall retain the character of the original obligation, regardless of whether the new obligation is secured by the separate property of the obligor or by community property. If the separate obligation is refinanced for an increased amount, the excess proceeds from the refinancing shall be the separate property of the separate obligor.

The community shall be entitled to reimbursement from the separate property of the obligor to the extent that community property is used to pay any part of any separate liability. Husband and Wife shall be entitled to reimbursement from the community property to the extent that the separate property of either Husband or Wife is used to satisfy any community liability, other than the obligation of the community to support and maintain the spouses pursuant to Section 7.7 below. Husband and Wife shall be entitled to reimbursement from the separate property of the other to the extent that the separate property of either Husband or Wife is used to satisfy any separate liability of the other, other than the obligation of the other to support and maintain the spouses pursuant to Section 7.7 below.

Husband hereby agrees to indemnify and hold Wife harmless from all of his separate obligations, including, without limitation, any claims, damages, charges, assessments and taxes related to Husband's separate property or obligations.

Wife hereby agrees to indemnify and hold Husband harmless from her separate obligations, including, without limitation, any claims, damages, charges, assessments and taxes related to her separate property or obligations.

**7.4 EARNINGS**

All of the wages, salaries, bonuses, commissions, fees, dividends, distributions, and other earnings of Husband and Wife prior to the date of marriage shall remain the separate property of Husband and Wife, respectively. All of the wages, salaries, bonuses, commissions, fees, dividends, distributions, and other earnings of Husband and Wife on or after the date of marriage shall remain the separate property of the spouse who earns or receives them. None of the wages, salaries, bonuses, commissions, fees, dividends, distributions, and other earnings for personal services rendered by Husband and Wife after the date of marriage shall be considered the community property of Husband and Wife. In addition, all appreciation, distributions or other enhancements in the value of

the separate property of either spouse shall remain separate property even if the appreciation, distributions or other enhancements in value are attributable to the personal skill or efforts of either spouse. All of the wages, salaries, bonuses, commissions, fees, and other earnings of Husband and Wife after any divorce, legal separation or death of either spouse, shall be and remain the separate property of Husband and Wife, respectively.

## **7.5 RETIREMENT PLANS.**

### **7.5.1 Wife's Retirement Plans.**

Husband hereby waives, disclaims, and relinquishes any rights or interests which Husband might otherwise have in any qualified or unqualified employee benefit plans or retirement accounts in which Wife currently or in the future participates. Husband and Wife further acknowledge and agree that even though the account balances and other accrued benefits of Wife may be the separate property of Wife, Husband might acquire additional rights in the retirement interests of Wife under federal law absent this Agreement. Husband agrees to execute any waivers, consents, elections, and other documents regarding such plans and trusts and accounts immediately upon request by Wife.

Husband and Wife understand and agree that from time to time contributions may be made to the retirement plans and accounts in which Wife participates. Such contributions to the plans and accounts could be interpreted under community property law, if it were not for this Agreement, to constitute the community property of Husband and Wife, but Husband specifically waives any community property interest he may have in and to such plans, trusts, and accounts and Husband's interest therein and acknowledges for all purposes that the plans, trusts, and accounts including future contributions from whatever source, and any income, issues, profits, appreciations, and other increases in value shall be the sole and separate property of Wife.

Nothing herein shall prevent Wife, by writing executed after the date hereon, from giving Husband an interest in any retirement plan she may now have or hereafter acquire.

### **7.5.2 Husband's Retirement Plans.**

Wife hereby waives, disclaims, and relinquishes any rights or interests which Wife might otherwise have in any qualified or unqualified employee benefit plans or retirement accounts in which Husband currently or in the future participates. Husband and Wife further acknowledge and agree that even though the account balances and other accrued benefits of Husband may be the separate property of Husband, Wife might acquire additional rights in the retirement interests of Husband under federal law absent this Agreement. Wife agrees to execute any waivers, consents, elections, and other documents regarding such plans and trusts and accounts immediately upon request by Husband.

Husband and Wife understand and agree that from time to time contributions may be made to the retirement plans and accounts in which Husband

participates. Such contributions to the plans and accounts could be interpreted under community property law, if it were not for this Agreement, to constitute the community property of Husband and Wife, but Wife specifically waives any community property interest she may have in and to such plans, trusts, and accounts and Husband's interest therein and acknowledges for all purposes that the plans, trusts, and accounts including future contributions from whatever source, and any income, issues, profits, appreciations, and other increases in value shall be the sole and separate property of Husband.

Nothing herein shall prevent Husband, by writing executed after the date hereon, from giving Wife an interest in any retirement plan he may now have or hereafter acquire.

## 7.6 COMMUNITY PROPERTY AND LIABILITIES.

The only property which shall be characterized as community property of Husband and Wife shall be property which

- Husband and Wife agree in writing to be community property,
- the title to which property is acquired in the names of Husband and Wife "as community property" or as "community property with rights of survivorship," or
- any personal property or bank accounts which are acquired in the joint names of Husband and Wife as "joint tenants."

Any property other than personal property or bank accounts which is acquired in the joint names of Husband and Wife as "joint tenants" shall be the separate property of Husband and Wife in the proportions which they agree in writing or, if they do not so agree, in the proportions in which each contributes to the property. Any property which is acquired in the names of Husband and Wife as "tenants in common" shall be the separate property of Husband and Wife in the proportions specified in the document of title, and if no ownership proportions are specified, then the property shall be considered owned in the proportions in which each contributes to the property.

In the event property owned by either spouse is transferred to a trust of which either Husband or Wife is sole Trustee and/or beneficiary, or Husband and Wife are Co-Trustees and/or beneficiaries, the property shall retain the character in which it was immediately prior to the transfer to the trust, unless otherwise agreed, in writing, by Husband and Wife.

If any property is acquired by Husband and Wife as community property pursuant to the foregoing provisions, then all of the rents, issues, profits, appreciation, and other enhancements of value attributable to such community property shall remain community property, and all proceeds of and all property which is purchased with the proceeds of a sale of or loan secured by community property shall be community property.

All liabilities which are incurred in the acquisition of any assets which are considered to be community property pursuant to the foregoing provisions, and

any other liabilities which Husband and Wife agree in writing to be community liabilities, shall be discharged from the community property of Husband and Wife. If community liabilities are discharged with the separate property of either spouse, then the separate property of the spouse which paid the community liability shall be entitled to reimbursement from the community property of Husband and Wife.

**7.7 SUPPORT AND MAINTENANCE OF SPOUSES DURING MARRIAGE.**

During the marriage of Husband and Wife, all the living expenses of Husband and Wife shall be paid with the separate property of the spouse incurring the expense, unless otherwise agreed to by Husband and Wife. Further, in the event Husband and Wife have children, the living expenses of the children shall be paid from the community property of Husband and Wife, and to the extent that the community property of Husband and Wife is insufficient, equally from the separate property of Husband and Wife. Living expenses shall be considered to include all expenses for food, clothing, shelter, entertainment, travel, education, medical and dental care, household supplies, and automobile repairs and maintenance.

**7.8 ALTERING THE CHARACTER OF PROPERTY.**

Husband and Wife can alter the character of their property, whether it be separate or community, only by jointly executing a written document which provides

- a specific description of the property, the character of which is to be altered, and
- the nature of the alteration in the character of the property.

If one spouse manages the separate property of the other or assumes all managerial responsibilities of the community property, whether by agreement of the spouses or otherwise, the character of the property, including all rents, issues, profits, appreciation, other enhancements, and property acquired with the proceeds from the sale of or a loan secured by such property, shall remain unchanged.

Neither the commingling of community property with the separate property of one spouse nor the commingling of the separate property of one spouse with the separate property of the other shall alter the character of the property commingled.

**7.9 MANAGEMENT OF PROPERTY.**

Husband and Wife shall each manage his or her own separate property. Husband and Wife shall each have equal rights and obligations in managing their

community property. Either spouse can assign his or her managerial rights and obligations to the other by executing a power of attorney specifying the rights and obligations assigned. Such a power of attorney shall have no effect upon the character of the subject property. In addition, Husband and Wife each agree to sign any quitclaim deeds, powers of attorney, loan applications, or other documents which are required by the other spouse in managing his or her separate property and liabilities; provided that the spouse shall not be responsible for any of the obligations or liabilities of the other spouse related to said spouse's separate property.

**7.10 PROPERTY/SUPPORT RIGHTS UPON DIVORCE OR SEPARATION.**

If either Husband or Wife shall seek a divorce or to become legally separated, Husband and Wife hereby, agree that neither shall be entitled to spousal support, separate maintenance, alimony, preliminary allowances, or attorneys' fees related to the issues described in this Agreement from the other spouse. Husband and Wife further agree that upon the divorce or legal separation of the spouses, each shall be entitled to receive his or her own separate property and one-half of any community property which is acquired by the spouses pursuant to this Agreement. Husband and Wife each hereby waive, discharge, and release all claims and rights that he or she may otherwise have by reason of marriage to share in the property of the other spouse upon their divorce or legal separation.

**7.11 RIGHTS UPON DEATH OF A SPOUSE.**

Each spouse waives, discharges, and releases all claims and rights that he or she might otherwise acquire in the estate of the other spouse upon the death of the other spouse (including, but not limited to, the right to serve as personal representative of the deceased spouse) except as follows:

- The surviving spouse shall be entitled to the surviving spouse's one-half (1/2) of any property which is the community property of the spouses pursuant to this Agreement.
- The surviving spouse shall be entitled to any property which is specifically transferred to the surviving spouse by beneficiary designation or under the terms of the will, trust agreement, or other valid form of testamentary or inter vivos disposition of the property of the deceased spouse.
- The surviving spouse shall be entitled to any property which is expressly owned jointly or as community property with rights of survivorship by Husband and Wife.
- The surviving spouse shall be entitled to all property for which the deceased spouse makes no testamentary provision and to which the surviving spouse is entitled under laws of intestate succession.

- The surviving spouse shall be entitled to serve as personal representative of the estate of the deceased spouse if specifically nominated as such in the will, trust agreement, or other valid form of testamentary or inter vivos disposition of the property of the deceased spouse.

## 8 MISCELLANEOUS.

- Termination or Amendment. This Agreement can only be terminated or amended by written agreement executed by Husband and Wife.
- Good Faith and Fair Dealing. This agreement shall be underwritten by the duty of good faith and fair dealing.
- Applicable Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Furthermore, if a divorce is ever pursued by either of the parties, and either of the parties is then a resident of the State of Nevada, then the District Court in Washoe County, Nevada shall have exclusive jurisdiction to grant a divorce and to determine all the issues provided for in this Agreement.
- Gender and Number. As used in this Agreement, the masculine, feminine, and neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.
- Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, heirs, successors, and assigns of Husband and Wife.
- Independent Counsel and Full Disclosure. Husband and Wife have each been adequately represented in connection with this Agreement by counsel of his or her own choosing, and each has had sufficient opportunity to obtain the advice of that attorney with respect to this Agreement. Each has read this Agreement, has business experience and acumen substantial enough to understand it, was not coerced into making a rash decision by the circumstances under which the Agreement was signed, has had the contents of the Agreement fully explained to him or her by his or her legal counsel, and is fully aware of the contents and legal effects thereof, including the rights that, but for this Agreement, would be conferred by law upon him or her by virtue of the proposed marriage and the rights he or she is forfeiting by executing this Agreement. Each believes and represents to the other that he or she is not greatly disfavored by this Agreement, and, therefore, no presumption of fraud shall arise with respect to this Agreement. Each believes and represents to the other that this Agreement is not unconscionable. Husband and Wife have each entered into this Agreement with adequate knowledge of the financial resources of the other. Husband and Wife hereby voluntarily and expressly waive further right to

additional financial disclosures by the other party and waive any right to raise the lack of fair and reasonable disclosure of financial resources as a reason for not enforcing this Agreement.

- Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- Entire Agreement. This Agreement supersedes all prior agreements and contains the entire agreement of Husband and Wife. No other agreement, statement, or promise made by the parties or any agent of a party that is not in writing and signed by both Husband and Wife shall be binding.
- Changing Circumstances. Husband and Wife hereby acknowledge and agree that life is unpredictable and circumstances change. This Agreement is executed with the full knowledge and expectation that in spite of the many changes to the financial condition, employment, physical condition, mental condition, or any other changes, whether considered to be material or immaterial, to either or both of the parties hereto, or any changes with respect to external factors such as the condition of the national economy, it is the desire and intent of the parties that this Agreement continue to be binding and in full force and effect. Further, notwithstanding the employment or termination of employment of either party in the future, both parties intend to continue to be bound by the terms of this Agreement, have considered the possibility of such occurrence before entering into this Agreement, and prior to the termination of any employment will consider the consequences in light of this Agreement.
- Joint Income Tax Returns. Notwithstanding the fact that Husband and Wife may file joint income tax returns during their marriage, such returns shall not transmute the character of any separate property of Husband or Wife to community property.
- Captions. The captions in this Agreement shall have no effect on its interpretation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
NAME OF WIFE

\_\_\_\_\_  
NAME OF HUSBAND

STATE OF NEVADA     )  
                                  )ss:

